



Memorandum of Understanding between The United States Department of the Interior National Park Service and Board of Regents of the University of Nebraska

This Memorandum of Understanding ("MOU") is entered into by and between the National Park Service (hereinafter "NPS"), United States Department of the Interior, acting through the Midwest Region Regional Director, and Board of Regents of the University of Nebraska, a public corporate body by and on behalf of the University of Nebraska Medical Center, College of Public Health (hereinafter "UNMC").

ARTICLE I – BACKGROUND AND OBJECTIVES

The objective of this agreement is to allow UNMC the opportunity to teach and learn in National Park Units while collectively assisting the National Park Service with portions of projects related to public health concentrations taught at UNMC. The areas of concentrations include and are not limited to: biostatistics, epidemiology, healthy policy, health promotion, public health administration, environmental and occupational health, maternal and child health, community primary care, social marketing/health communication, and emergency preparedness.

- A. Healthy Parks Healthy People US is a program of NPS that is taking "a holistic approach to promoting the health and well-being of all species and the planet we share." This framing MOU aims to allow the NPS and UNMC the opportunity to work together to address the goals of the NPS Healthy Parks Healthy People Program US.
- B. Multiple projects may evolve during the term of this MOU with an educational and/or research incentive. Research and projects may identify solutions to promoting health and well-being and/or provide analysis to show outcomes of the research or project.

ARTICLE II - <u>AUTHORITY</u>

The authority for this MOU is 16 U.S.C. §1.

ARTICLE III – SCOPE OF MEMORANDUM

A. UNMC will:

As appropriate, provide technical, advisory and programmatic support to NPS personnel and programs including but not limited to the Healthy Parks Healthy People Program US. Programmatic emphasis will be in areas including but not limited to research, research journals, library, education, community outreach and impact assessment.

B. NPS will:

As needed, request assistance, provide information, and comment on recommendations made on all public health related projects or portions of a project that are shared with UNMC. Allow access to National Park units and facilities necessary to participate in a project as requested.

ARTICLE IV – TERM OF MOU

This MOU will be effective for a period of five years from the date of final signature, unless it is terminated earlier by one of the parties pursuant to Article VI b that follows.

ARTICLEV - KEY OFFICIALS

- A. Key officials, as identified below or their designees, are essential to ensure maximum coordination and communication between the parties and the work being performed. They are:
 - 1. For the NPS:

Michael T. Reynolds Regional Director, Midwest 601 Riverfront Drive Omaha, NE 68102 Telephone: (402) 661-1520

For: UNMC:

Ayman El-Mohandes, MBBCh, MD, MPH Dean, College of Public Health University of Nebraska Medical Center 984355 University of Nebraska Medical Center Omaha, NE 68198-4355

- B. Communications UNMC will address any communication regarding this MOU to the NPS key official as defined Article V. Communications that relate solely to routine operational matters may be sent only to the Regional Director. NPS will address any communications regarding this MOU to the UNMC key official as defined in Article V.. Communications that relate solely to technical matters may be sent to the UNMC Key official or his designee
- C. Changes in Key Officials Neither the NPS or UNMC may make any permanent change in a key official without written notice to the other party reasonably in advance of the proposed change. The notice will include a justification with sufficient detail to permit evaluation of the impact of such a change on the scope of work specified within this Agreement. Any permanent change in key officials will be made only by modification to this Agreement.

ARTICLE VI – MODIFICATION AND TERMINATION

- A. This MOU may be modified only by a written instrument executed by the parties.
- B. Either party may terminate this MOU by providing the other party with thirty (30) days advance written notice. In the event that one party provides the other party with notice of its intention to terminate, the parties will meet promptly to discuss the reasons for the notice and to try to resolve their differences. Notwithstanding termination of this MOU, any project undertaken by separate agreement prior to termination of this MOU shall be completed.
- C. Upon termination of this MOU, UNMC will return all NPS property in its possession to the destination directed by NPS in such a manner as to preclude breakage, loss, deterioration, and contamination during handling, packaging, and shipping, and in accordance with other conditions specified in writing by NPS.

ARTICLE X – STANDARD CLAUSES

A. Civil Rights

During the performance of the projects related to the Purpose, the participants agree to abide by the terms of U.S. Department of the Interior - Civil Rights Assurance Certification, non-discrimination and will not discriminate against any person because of race, color, religion, sex, or national origin. The participants will take affirmative action to ensure that applicants are employed without regard to their race, color, sexual orientation, national origin, disabilities, religion, age, or sex.

B. Promotions and Public Information Release

1. Public Information

(a) UNMC will not publicize or otherwise circulate promotional material related to the MOU (such as advertisements, sales brochures, press releases, speeches, pictures, still and motion pictures, articles, manuscripts or other publications) which states or implies endorsement by the Federal Government, NPS, or any Federal Government employee of a product, service, or position which UNMC represents. No release of information relating to this MOU may state or imply that the Federal Government approves of the UNMC work product or considers UNMC's work product to be superior to other products or services.

(b) UNMC will ensure that all information submitted for publication or other public releases of information regarding a project will carry the following disclaimer:

"The views and conclusions contained in this document are those of the authors and should not be interpreted as representing the opinions or policies of the U.S. Government. Mention of trade names or commercial products does not constitute their endorsement by the U.S. Government."

(c) UNMC will obtain prior NPS approval for any public information release that refers to the Department of the Interior, any bureau or employee (by name or title), or to this MOU. The specific text, layout, photographs, etc., of the proposed release must be submitted to the NPS technical representative, who will forward such materials to the public affairs office, along with the request for approval.

2. Publications of Results of Studies

No party will unilaterally publish a joint publication without consulting the other party. This restriction does not apply to popular publication of previously published technical matter. Publications pursuant to the work conducted for the Purpose, may be produced independently or in collaboration with others; however, in all cases proper credit will be given to the efforts of those parties contributing to the publication. In the event no agreement is reached concerning the manner of publication or interpretation of results, either party may publish data after due notice and submission of the proposed manuscripts to the other. In such instances, the party publishing the data will give due credit to the cooperation but assume full responsibility for any statements on which there is a difference of opinion.

C. Financial

This MOU does not intend to, and does not obligate NPS or UNMC to expend any funds unless and until subsequently agreed upon in writing by authorized representatives of the parties. Conversely, this MOU does not intend to, and does not obligate UNMC to commit funding or uncompensated resources unless and until subsequently agreed upon in writing by authorized representatives of the parties.

$\mathbf{ARTICLE}\ \mathbf{XI} - \underline{\mathbf{SIGNATURES}}$

IN WITNESS WHEREOF, the parties hereto have executed this MOU on the date(s) set forth below.

| FOR: | THE NATIONAL PARK SERVICE: |
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| | Mulul Repold |
| Name: | Michael T. Reynolds |
| Title: | Regional Director, Midwest |
| Date: | 11/9/12 |
| FOR: | BOARD OF REGENTS OF THE UNIVERSITY OF NEBRASKA: |
| Signature: | Dal Farenbergs |
| Name: | Donald S. Leuenberger |
| Title: | Vice Chancellor for Business and Finance University of Nebraska Medical Center |
| Date: | MM DOVZ |
| Signature: _ | Am & MDDCh MD MDUT |
| Name: | Ayman El-Mohandes, MBBCh, MD, MPHT: |
| Title: | Dean, College of Public Health University of Nebraska Medical Center |
| Date: | 11/9/2012 |
| Signature: | Actorable Vetter |
| Name: | Deborah K. Vetter |
| Title: | Director Sponsored Programs Administration |
| Date: | 11/12/12 |